

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of _____)	
Implementation of Section 621(a)(1) of _____)	
the Cable Communications Policy Act of 1984 _____)	MB Docket No. 05-
311	
as amended by the Cable Television Consumer _____)	
Protection and Competition Act of 1992 _____)	

COMMENTS OF THE TOWN OF BRUNSWICK MAINE

These Comments are filed by The Town of Brunswick Maine in support of the comments filed by the National Association of Telecommunications Officers and Advisors ("NATOA"). Like NATOA, Brunswick believes that local governments can issue an appropriate local franchise for new entrants into the video services field on a timely basis, just as they have for established cable services providers. In support of this belief, we wish to inform the Commission about the facts of video franchising in our community.

Our community has a cable "franchise" agreement. Also, many communities have a cable ordinance which operates in conjunction with the franchise agreement. Brunswick has both of these documents, which are collectively referred to as the "franchise" below.

Cable Franchising in Our Community

Community Information

Brunswick is a town with a population of approx. 22,000. Our franchised cable provider is Susquehanna Communications (SusCom). Our community has negotiated cable franchises since 1992.

Our Current Franchise

Our current franchise began on November 15, 2004 and expires on March 31, 2014. Under the statutory timeline laid out in the Federal Cable Act, the cable operator has a 6-month window beginning 36 months before the expiration of the franchise in which to request a renewal under the Federal Act. As a result, at this

time we are not currently negotiating a franchise renewal with the incumbent provider.

Our franchise requires the cable operator to pay a franchise fee to the town in the amount of 5% of the cable operator's revenues. The revenues for franchise fee purposes are calculated based on the gross revenues of the operator, in accordance with the Federal Cable Act.

We require the cable operator to provide the following capacity for public, educational, and/or governmental ("PEG") access channels on the cable system. We currently have 1 channel (or capacity) devoted to public, educational, and government access. The franchise agreement allows for up to 3 channels for this purpose.

Our franchise requires that our PEG channels be supported in the following ways by the cable operator:

- 1) Capital grant of \$133,637.00 upon signing the franchise agreement; \$9,000.00 each in the 2nd, 4th, 6th & 8th years of the agreement.
- 2) Installation of a dedicated video fiber network connecting Town and School facilities with the access center.
- 3) State-of-the-art MPEG system for remote cablecasting
- 4) *Dedicated fiber feed from the access center to the cable company head end*
- 5) *Advertising time to be used to promote the access channel(s)*

Our franchise contains the following institutional network ("I-Net") requirements: complete, dedicated fiber system for the Town network between all Town buildings. We use our I-Net facilities in the following ways: at this time, the I-Net facility installation has not been completed. Our intention is to use the facilities to broaden the capabilities of the Town's networking and data handling.

Our franchise contains the following requirements regarding emergency alerts: Cable operator is required to meet or exceed all federal and state requirements. These emergency alert requirements provide an important avenue of communication with our residents in the event of an emergency.

Our franchise contains the following customer service and enforcement obligations, by which we are able to help ensure that the cable operator is treating our residents in accordance with federal standards and the terms it agreed to in its franchise. This listing is a basic overview of the Customer Service standards in the agreement.

9.0 PENALTIES

9.1 **Assessment.** If Company fails to observe any obligation under this Franchise Agreement, Grantor may assess Company, and Company agrees to pay to Grantor, a monetary penalty in accordance with the Schedule of Penalties set forth in sections 9.6 – 9.11 below. Such assessment shall not constitute a waiver by Grantor of any other right or remedy it may have under this Franchise Agreement, or under applicable law, including, without limitation, its right to recover from Company such additional damages, losses, costs and expenses as may have been suffered or incurred by Grantor by reason of or arising out of such breach of this Franchise Agreement; provided, that any penalties collected by Grantor from Company pursuant hereto shall be applied against, and reduce accordingly, the amount of any recoveries due Grantor pursuant to this sentence for the failure to perform for which such penalties were assessed.

9.2 **Notification.** Upon Grantor's assessing a penalty pursuant to section 9.1 above, notice of such assessment shall be sent to Company, with a concise statement of the reasons therefore.

9.3 **Hearing.** Within ten days after receipt of a notice pursuant to section 9.2 above, Company may request a hearing before the Grantor's Town Manager or his/her designee. Such hearing shall be held within thirty days after receipt of the request therefore. The pendency of a request for hearing shall suspend payment of the penalty until ten days after receipt by Company of the decision of the Town Manager or designee confirming the penalty in whole or in part. Company may appeal the decision of the Town Manager or designee to the Grantor's Town Council and thereafter to the Cumberland County Superior Court or the United States District Court for the District of Maine.

9.4 **Payment.** Except as provided in section 9.3 above, Company shall pay the full amount of any penalty to Grantor within ten days after receipt of a notice pursuant to section 9.2 above. Amounts received by Grantor as penalties assessed against Company may be used by Grantor for any purpose it deems fit.

9.5 **Default.** Upon failure of Company to make timely payment of an assessed penalty, Grantor may recover the amount of any such penalty from the performance bond or, as the case may be, may withdraw the amount of such penalty from the security fund pursuant to section 8.5 above. Failure of Company to make timely payment of an assessed penalty is a violation of a material provision of this Franchise Agreement.

9.6 **Schedule of Penalties.** Pursuant to section 9.1 above, the following monetary penalties shall apply, and liability therefore shall accrue from the date of mailing of notice pursuant to section 9.2 above:

9.7 \$100.00 Per Day. The penalty for the following violations shall be \$100.00 per day until the violation is cured:

- a. Failure to maintain company insurance pursuant to section 7.1, beginning on the date Grantor notifies Company of the violation;
- b. Failure to make timely payment of the franchise fee pursuant to section 13.2, beginning on the date Grantor notifies Company of the violation;
- c. Failure to restore damaged property within the specified period pursuant to section 19.11, beginning on the date Grantor notifies Company of the violation;
- d. Failure to complete any required construction hereunder within 20 days from the time due, beginning on the date Grantor notifies Company of the violation;
- e. Failure to obtain and maintain the performance bond or security fund pursuant to section 8 or to restore amounts withdrawn or to restore amounts withdrawn or recovered from the security fund or performance bond, beginning on the date Grantor notifies Company of the violation;
- f. Failure to make service available to unserved areas within the time required by section 3 .1, beginning on the date Grantor notifies Company of the violation.
- g. Failure to remove, relocate or protect Company's system pursuant to sections 2.5, 2.7, or 19.17, beginning on the date Grantor notifies Company of the violation;
- h. Failure to eliminate objectionable interference pursuant to section 5.1, beginning on the date Grantor notifies Company of the violation; and
- i. Failure to provide reports within the time required by sections 29.0, assessed for each report not provided, beginning on the date Grantor notifies Company of the violation.

9.8 \$10.00 Per Affected Subscriber Per Day. The fine for the following violations shall be \$10.00 per Subscriber affected by the violation per day until the violation is cured:

- a. Failure to respond to a request for repair or adjustment within the time required by section 23.4;

- b. Failure to commence service to a Subscriber within the time required by section 24.2;
- c. Failure to pay a refund due a Subscriber upon termination within the time required by section 25.11, beginning on the date Grantor or the Subscriber notifies Company of the violation;
- d. Failure to respond to a billing complaint within the time required by section 28.2;
- e. Failure to respond to a service complaint not requesting repair or adjustment within the time required by section 28.2;
- f. Failure to pay a rebate for service loss with the time required by section 23.7; and
- g. Failure to furnish a lockout key pursuant to and within the time required by section 14.1, assessed on a per Subscriber basis.

9.9 **\$500.00 Fine.** The fine shall be \$500.00 for the following violations:

- a. Failure to install new technology pursuant to section 30.0, beginning on the date Grantor notifies Company of the violation, assessed per day until operational;
- b. Failure to provide channel capacity pursuant to section 19.1 or Upstream Channels pursuant to section 20.5, beginning on the date Grantor notifies Company of the violation, assessed per day until required capacity and/or channels are provided;
- c. Failure to provide Access channels, facilities and equipment funding in accordance with section 20.0, beginning on the date Grantor notifies Company of the violation, assessed per day until compliance.
- d. A pattern of failure to comply with the telephone response time requirements pursuant to section 26.3, beginning on the date Grantor notifies Company of the violation, assessed per week until sustained compliance is achieved.
- e. Violation of section 16.3 or section 16.5, assessed per violation.

f. Failure to make and maintain records as required by section 23.8 and 29.0, assessed for each such record, beginning on the date Grantor notifies Company of the violation.

9.10 **Violation of Section 16.4.** The fine for a violation of section 16.4 is \$2,000 per occurrence.

9.11 **Violation of Section 19.3.** The fine for a failure of the system to perform pursuant to section 19.3 in the event of a public emergency or vital public information situation, shall be \$1,000 assessed per occurrence, except to the extent the Cable System is rendered non-functional due to damage caused by factors outside of Company's reasonable control.

9.12 **Force Majeure.** The Parties shall not be responsible for any delay or failure to perform their obligations under this Franchise Agreement if doing so is prevented by Act of God, flood, storm, fire, explosions, strikes, riots, wars whether or not declared, insurrections, epidemics, or any law, rule or act of any court of competent jurisdiction or instrumentality of government.

9.13 **Further Recourse.** In addition to the foregoing penalties, upon the failure, refusal or neglect of Company to cause any work or other act required by law or by this Franchise Agreement to be properly completed in, on, over or under any Street within any time prescribed, Grantor may (but shall not be required to) cause such work or other act to be performed or completed in whole or in part, and upon so doing shall submit to Company an itemized statement of the costs thereof. Company shall, within thirty days after receipt of such statement, pay to Grantor the entire amount thereof.

25.15 **General Customer Service.** Company shall comply with any and all customer service standards provided under Maine law, including 30-A M.R.S.A. §3010, federal law, FCC regulations, including those regulations found at 47 C.F.R. §76.309, and as promulgated by the cable industry, (such as NCTA standards), as well as with the provisions of this Franchise Agreement. To the extent of any difference or conflict in the requirements of this Franchise Agreement, State and federal law, FCC regulations and/or cable industry standards, the strictest of such standards shall govern.

26.3 **Telephone Response.** Under normal operating conditions, telephone answer time by a live customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis. Company will not be required to acquire equipment

or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply. Under normal operating conditions, the customer will receive a busy Signal less than three (3) percent of the time.

Our franchise contains the following reasonable build schedule for the cable operator:

3.1 **Extension Policy.** Beginning with the Effective Date of this Franchise Agreement, and continuing throughout the term thereof, the Company shall make service available, upon request, to all homes and businesses located on public and private roads and streets within the Town of Brunswick with a density of at least seventeen (17) homes per mile ("HPM"), said service to be available to locations not currently served not later than one year after the Effective Date of this Franchise Agreement. In addition, Company shall extend its distribution plant to serve the road segments listed on Exhibit A to this Agreement, with each such listed road segment to be served within the later of one year after the Effective Date of this Franchise Agreement or ninety (90) days after a resident on a listed road segment requests service. In the case of private ways, Company shall have no obligation to extend service until it has obtained an appropriate license or easement from the owner of the private way. For purposes of this agreement, a private way serving only one residential structure shall be considered a driveway and will be subject to the provisions in this Agreement governing service Drops. Company shall exercise due diligence to obtain any necessary license or easement required to extend service along a private way. In the event, despite its diligent efforts, Company is unable to obtain a necessary license or easement to serve a private way, Company shall notify the prospective Subscribers residing on the private way, and Company shall have no obligation to extend service on the private way until the prospective Subscribers obtain the necessary license or easement. Except as provided herein, there shall be no charge to Subscribers for the extension or installation of service under this paragraph, or for future connections of new homes and businesses in Brunswick, other than the Company's standard installation charge. There shall be no special construction charges to Subscribers, other than the normal installation charge, for aerial cable Drops from the Company's distribution plant to the Subscriber's home up to three hundred feet (300') or underground Drops, provided that the Subscriber shall be responsible for the burial of the Drop and any costs associated with such burial. In the event Company is requested to install a Cable Service (aerial or underground) Drop in excess three hundred feet (300'), Company may require that the Subscriber pay Company's incremental cost of the installation or service Drop over and above the cost of an aerial cable Drop of three hundred feet (300'). If

during the term of this Franchise Agreement density on any un-served road or road segment increases to reach or exceed 17 HPM, Company shall extend service to such road or road segment within sixty (60) days of Company's receipt of necessary pole attachment permits or authorizations. Company shall apply for any such necessary permits or authorizations within thirty (30) days of Company's receipt of a request for service from potential Subscribers in such newly constructed or occupied homes or businesses, and Company shall act diligently to obtain any such permits or authorizations as soon as possible. In extending service to areas that meet the 17 HPM minimum density, Company shall extend its plant for the maximum distance over any individual road segment that service can be extended and still meet, on average, the 17 HPM minimum density over the length of the extension. Where new residential or commercial developments are built in Brunswick to which Cable Service is to be extended, Company agrees to use diligence to assure that Cable Service is installed in coordination with other utility facilities. If all such other utility facilities are placed underground, Cable Service will be installed underground.

3.2 Low Density Extensions. To the extent residents on any road or road segment that is not listed on Exhibit A and does not meet the 17 HPM density standard request Cable Service, Company agrees to contribute \$1,500 per Subscriber to the construction cost of extending service along each such below density road or road segment, with the balance of such construction cost to be paid by the requesting Subscribers. To the extent Subscribers ("Contributing Subscribers") on any such below density road or road segment pay a contribution pursuant to this section to the cost of extending service, and within three (3) years thereafter additional Subscribers ("New Subscribers") on the same below density road or road segment request service, 1) Company shall credit the total cost of constructing the extension in the amount of \$1,500 for each New Subscriber ("the Additional Company Contribution"); 2) Company shall assess each New Subscriber a contribution for their respective share of construction costs previously contributed by the Contributing Subscribers, less the Additional Company Contribution; and 3) Company shall refund to each Contributing Subscriber an amount to reflect a pro rata share of the sum of the cost contributions made by each such New Subscriber and the Additional Company Contribution, said refund to be made within 60 days of the date of any payment of construction costs made by a New Subscriber.

In order to ensure that our residents have access to current telecommunications technologies, our franchise contains the following rebuild or upgrade requirements:

30.0 NEW TECHNOLOGY

30.1 **Grantor Options.** Grantor shall have the right, effective at any time after the end of the second year of the term hereof, to require Company to provide technological improvements to the Cable System necessary to give the Cable System the capability of offering new or expanded services then being offered by at least 30% of American Cable Systems comparable in size to Company's Cable System serving the communities in the Brunswick, Brunswick, Topsham area. Nothing in this section shall be deemed to prohibit Company from upgrading its Cable System with any cable television technology at its own discretion.

30.2 **Requirements.** In order for Grantor to exercise any of the options, the following requirements must be met:

(i) Grantor must first conduct a public hearing to consider the technological improvements which are the subject of the option, on at least thirty days' notice to Company, and all interested parties, including Company, are given an opportunity to be heard.

(ii) Such technological improvements are technically and economically feasible. Economically feasible shall mean that Company will have reasonable prospects of earning a reasonable return on its net investment in the Cable System after installation of equipment necessary for the provision of such technological improvements.

(iii) Grantor may exercise any of its options by giving Company at least nine months' notice thereof, such notice to be given not later than six months after the date of the above required hearing held to consider exercise of such option.

30.3 **Arbitration.** In the event that Grantor exercises a new technology option pursuant to section 30.1 on the basis of a determination, pursuant to section 30.2, that Company will be able to make a reasonable rate of return and Company disagrees with such determination of reasonable return based on economic feasibility, Company, may, by giving Grantor notice thereof within 14 days after Grantor notifies Company of its determination of reasonable return, require that the issue of reasonable return be settled by arbitration pursuant to section 30.5 below. Company may also require that the time period specified by Grantor pursuant to section 30.2(iii) above be the subject of arbitration if, in Company's opinion, such time period does not give Company sufficient time to satisfy its obligations with respect to the specific equipment and installation which it is required to furnish pursuant hereto. In any such event, the date upon which Company would otherwise be required to make such new technology available shall be extended for a period of time equal to the time running from the date upon which Grantor notifies Company of its section 30.1 determination and the date upon which the arbitrators announce their decision.

30.4 **Arbitration Decision.** Decisions as to any matters referred to arbitration hereunder shall be made by a board of three arbitrators, appointed as provided in section 30.5.

30.5 **Arbitration Procedure.**

- (i) The party requesting arbitration shall send the other party written notice thereof, such notice to include the name of one arbitrator selected by the party requesting arbitration;
- (ii) The party to whom such notice is sent shall select one arbitrator, and shall notify the requesting party of that Person's name, within 14 days after receipt of the notice requesting arbitration;
- (iii) Within 14 days after the requesting party has been notified of the name of the second arbitrator, the two arbitrators thus selected shall select a third arbitrator who shall also act as chairman of the arbitrators;
- (iv) If the two arbitrators are unable to agree on, and obtain the services of, a third arbitrator by the end of the 14 day period, either Grantor or Company may request the American Arbitration Association to appoint the third arbitrator;
- (v) Within 14 days after appointment of the third arbitrator, the three arbitrators so appointed shall conduct a hearing(s) in the Town of Brunswick, at which each party may present evidence and be heard;
- (vi) The hearings shall be conducted, and evidence heard, in accordance with the rules and procedures of the American Arbitration Association;
- (vii) The arbitrators shall render and publish a decision, to be determined by majority vote, within 30 days after the hearing(s) is held;
- (viii) Any decision shall be final and binding on both parties, and shall be fully enforceable as if it were a part of this Franchise Agreement;
- (ix) The arbitrators shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the specific provisions of the Franchise Agreement. The arbitrators shall only consider and make a decision with respect to the specific issue submitted by the parties, and shall have no authority to make a decision on any other issue not so submitted; and

(x) Each party shall pay the costs of the arbitrator appointed by it and one-half of all other costs of arbitration.

Our ordinance contains a "most-favored-nations" and insurance and bonding requirements and/or provision which states the following:

Sec.6-4. Issuance of Franchise Agreements.

The Town Council shall enter into non-exclusive franchise agreements for not more than ten (10) years with those applicants that the Town Council finds are best able to establish and operate cable television systems in the Town on terms that are most favorable to the Town and its residents. Each franchisee shall provide the Town with a performance bond in the sum of not less than fifty thousand dollars (\$50,000.00) conditioned on the franchisee's performance of its obligations under the franchise agreement.

Each franchise agreement between the Town and any cable television operator shall contain the following:

- 1) A statement of the area or areas to be served by the cable television operator;
- 2) A line extension policy;
- 3) A provision for renewal;
- 4) Procedures for the investigation and resolution of subscriber complaints by the cable television operator;
- 5) An agreement to comply with the requirements of 30-A M.R.S.A. §3010 regarding consumer rights and protection and any amendments thereto;
- 6) Provisions for access to, and facilities to make use of local public, educational and governmental access channels;
- 7) A provision authorizing the Town to conduct one or more performance evaluation hearings during the term of the franchise agreement in order to evaluate the cable operator's compliance with its obligations under the franchise agreement, to hear public input, to consider new technologies and services applicable to cable service and to hear from the cable operator; and
- 8) Any other terms and conditions that are in the best interest of the Town.

The cable franchise grants the cable operator access to the public rights of way and compatible easements for the purpose of providing cable television service. Apart from the franchise, the cable provider is not required to obtain a permit from the appropriate municipal office as well before it may access the public rights of way.

The Franchising Process

Under the law, a cable franchise functions as a contract between the local government (operating as the local franchising authority) and the cable operator. Like other contracts, its terms are negotiated. Under the Federal Cable Act it is the

statutory obligation of the local government to determine the community's cable-related needs and interests and to ensure that these are addressed in the franchising process – to the extent that is economically feasible. However derived (whether requested by the local government or offered by the cable operator), once the franchise is approved by both parties the provisions in the franchise agreement function as contractual obligations upon both parties.

Our current franchise provides that changes in law which affect the rights or responsibilities of either party under this franchise agreement will be treated as follows:

11.0 REGULATORY CHANGES

11.1 **Application.** All applicable State and Federal laws, rules and regulations, as well as all Town ordinances, including, without limitation, the rules and regulations of the FCC, as of the effective date hereof are deemed to be part of this Franchise Agreement. In the event

(i) any such law, rule or regulation is hereafter amended, changed or repealed, or

(ii) any new such law, rule or regulation is adopted or promulgated applicable to Cable Service after the effective date of this Franchise Agreement, and

(iii) the Parties have any option, whether pursuant to such law, rule or regulation or otherwise, as to its applicability to this Franchise Agreement, such new, amended, or changed law, rule or regulation, or such repeal (collectively called “change”), shall be applicable to this Franchise Agreement unless the Parties agree in writing not to include such change, in which case the change shall not be effective as to this Franchise Agreement.

18.0 GOVERNING LAW

18.1 **Maine Law.** This Franchise Agreement shall be governed by, and be subject to, the Cable Act, all applicable FCC rules and regulations and the laws of the State of Maine. Company shall be subject to the jurisdiction of the courts of the State of Maine in any suit arising out of this Franchise Agreement except that this provision shall not limit Company’s right to initiate proceedings in the United States District Court for the District of Maine to the extent permitted by federal law. Venue over any dispute, action or suit shall be in the Cumberland County Superior Court or the United States District Court for the District of Maine and the parties agree to subject themselves to the personal and subject matter jurisdiction of said Courts for the resolution of any such dispute, action or suit.

32.3 Performance Review. Grantor may on its own initiative, but not more frequently than once every two years, or may at the request of the Company, schedule a public hearing for identifying the cable-related community needs and interests, reviewing and evaluating the Company's performance of its obligations under this Franchise Agreement, receiving public input, considering new technologies and services applicable to Cable Service, and to hear from the Company. The Grantor shall notify the Company of the time and place of such hearing and provide the Company with an opportunity to be heard. The public shall be afforded appropriate notice and opportunity for comment. Within four (4) months of such meeting, the initiating party (Grantor or Company) shall provide the other with a written copy of the findings. Based on the findings, the Company and the Grantor may mutually agree to amend this Franchise Agreement.

Competitive Cable Systems

Our community:

- has never been approached by a competitive provider to provide service.
- does have mechanisms in place to offer the same or a comparable franchise to a competitor upon request.

Conclusions

This NPRM is only looking retrospectively at one aspect of the franchising process. We believe that the Commission must look to the future of the public's interest in telecommunication's services. The existing franchising process has provided a basis for public interest services appropriately tailored to each community's local needs. We believe that those services such as PEG should be required of all broadband telecommunications providers.

The local cable franchising process has functioned well in Brunswick. As the above information indicates, we are experienced at working with cable providers, the local franchise authority, and community interests to both see that the needs of the local community are met and to ensure that the practical business needs of cable providers are taken into account.

Local cable franchising ensures that local cable operators are allowed access to the rights of way in a fair and evenhanded manner, that other users of the rights of way are not unduly inconvenienced, and that uses of the rights of way, including maintenance and upgrade of facilities, are undertaken in a manner which is in accordance with local requirements. Local cable franchising also ensures that our local community's specific needs are met and that local customers are protected.

Local franchises can also ensure that the cable operator provides the PEG Access services which are responsive to the local community needs as determined

through community needs assessments and the local knowledge of educators, local elected officials and local nonprofit organizations.

Local franchises thus provide a means for local government to appropriately oversee the operations of cable service providers in the public interest, and to ensure compliance with applicable laws. There is no need to create a new Federal bureaucracy in Washington to handle matters of primarily local interest.

Local franchises allow each community, including ours, to have a voice in how local cable systems will be implemented and what features (such as PEG access, institutional networks or local emergency alerts, etc.) will be available to meet local needs. These factors are equally present for new entrants as for existing users.

The Town of Brunswick therefore respectfully requests that the Commission take this opportunity to reaffirm the primacy of local government authority over franchising and should make clear that imposition on a new entrant of PEG Access, consumer protections and other public interest services requirements that are equivalent to those of the incumbent does not constitute an unreasonable refusal to award an additional competitive franchise within the meaning of federal law..

The PEG Access model should be strengthened and applied to new technologies, assuring that local control and community participation are not displaced by commercial interests.

The nation would be well served by a policy of “Community Reinvestment” through PEG Access that includes funds and bandwidth and/or spectrum that will be used for public purposes by:

1. Allowing the local community which owns the public rights-of-way to franchise and determine the best use of the community’s property;
2. Dedicating ten percent of the public airwaves and capacity on communication facilities that occupy public rights-of-way to PEG use for free speech, diverse points of view, local programs, community based education and political speech;
3. Mandating funding of five percent of gross revenues above and beyond any franchise fee to local authorities from all infrastructure and service providers and spectrum licensees to support PEG equipment, facilities, training and services; and,
4. Making PEG Access universally available to any consumer of advanced telecommunications services capable of full-motion video.

Respectfully submitted,

Town of Brunswick, Maine

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